

the fault considered as equivalent to intent is inexcusable fault. Any deliberate fault is inexcusable which implies knowledge of the probability of damage and its reckless acceptance without valid reason.

The fraud provided for in Article 26, paragraph 4 of said convention, is one by which the carrier hides or tries to hide the loss, shortage or delay, or by any other means prevents or tries to prevent the addressee from presenting his claims within the required time. The injured person shall also be relieved from the running of the statute of limitations as provided for in this law if he has been prevented from presenting his claim by force majeure.

Article 119. An action for liability may be brought, at the close of the plaintiff, either before the court of the domicile of the carrier, at his principal place of operation or at the place where he possesses an establishment by means of which the contract was concluded, or before the court of the place of destination.

An action for liability may be brought, under penalty of losing the right, within two years from the day when the aircraft has arrived or should have arrived at the place of destination.

Article 120. Jettisoning of goods necessary for the welfare of the aircraft shall not create liability on the part of the carrier to the shipper and the receiver on account of such loss of the goods.

Chapter II—Transportation of Persons

Article 121. Contracts for transportation of passengers must be made by delivery of a ticket.

A list containing the names of the passengers embarked shall be filed, of which a duplicate must be carried on board the aircraft and be available for inspection to the authorities of the traffic police if they so request.

However, this provision shall not be applicable to travel which leads to a return to the airport of departure without any other landing.

Article 122. For international transportation, the carrier may not embark any passengers except after having justified that they are regularly authorized to land at the point of arrival and at the scheduled intermediate places of landing.

Article 123. Liability of a carrier of persons shall be governed by the provisions of the Convention of Warsaw as provided for in Articles [117 to 119] above. However, unless there are contrary provisions in the convention, liability of a carrier who undertakes gratuitous transportation, shall not be liable, within the limits provided for in said convention, except where it is established that the damage has been caused by a fault attributable to the carrier or his employees.

Liability of an air carrier may not be imposed except under the conditions and within the limits provided for above, whoever the persons bringing the action, and whatever right they pretend to claim, may be.

Article 124. The aircraft commander shall have the right to disembark any person among the passengers who may present a danger to the safety or good order on board an aircraft.